

COUNTY OF MILWAUKEE
Inter-Office Communication

Date: April 22, 2026
To: Marcelia Nicholson-Bovell, Chairwoman, Milwaukee County Board of Supervisors
From: Guy Smith, Executive Director, Milwaukee County Parks
Subject: Authorization to enter into an Easement with American Transmission Company (ATC).
File Type: Action Item

REQUEST

Authorization to grant an Easement to American Transmission Company (ATC) on County-owned land adjacent to Silver Spring Drive and I-41.

POLICY

§ 59.17(2)(b)3., Wis. Stats., states that the “county board may continue to exercise the authority under s. 59.52(6) with regard to land that is zoned as a park...”. In the law of property, authority over “land” include authority over all rights appurtenant to the land.

Wisconsin State Statutes:	
Milwaukee County Code of General Ordinances:	
Specific Adopted Budget:	
Specific Adopted Budget Amendment:	
Specific Adopted Capital Project:	

BACKGROUND

The Mill Road–Granville Transmission Line Project is being constructed to strengthen the regional electric grid, improve system reliability, and meet increasing energy demand from existing customers as well as new large-scale electrical loads. The project upgrades aging transmission infrastructure, adds a new substation, and prevents violations of mandatory electrical reliability standards.

The Public Service Commission of Wisconsin (PSC) has formally determined that this project is necessary to ensure an adequate and reliable supply of electric power for the region. The project is therefore a critical component of maintaining grid stability, public safety, and economic development capacity in southeastern Wisconsin.

The Public Service Commission (PSC) required American Transmission Company (ATC) to conduct a comprehensive evaluation of alternatives to the Mill Road–Granville Transmission Line Project, including alternative transmission configurations, non-

transmission solutions, energy efficiency and demand response, a no-build option, and multiple route and corridor alignments. The PSC rejected a more expensive alternative transmission build due to higher costs, greater environmental impacts, and increased right-of-way needs, and found that non-transmission options, including new generation and non-wire alternatives, were not feasible due to timing, capacity, location constraints, and regulatory limitations. Energy efficiency and demand response measures were determined to be technically and economically insufficient to resolve the identified reliability deficiencies, and the no-build option was rejected because it would leave the system in violation of mandatory reliability standards. After evaluating corridor and route alternatives, the PSC approved the Primary Route, concluding it best satisfied statutory requirements by using existing corridors, minimizing environmental and community impacts, reducing new right-of-way needs, and complying with Wisconsin's Energy Priorities Law, with no higher-priority alternative that was cost-effective, technically feasible, and environmentally sound.

Based on the PSC's findings and determinations, and in order to ensure compliance with state regulatory approvals, regional grid reliability, and public infrastructure needs, the Director of Milwaukee County Parks recommends approval of the requested authorization to execute and record the electric easement agreement with American Transmission Company (ATC).

If granted, the electric easement to American Transmission Company (ATC) would be permanent and provide Milwaukee County with a one-time revenue payment of \$77,974.40. This amount is based on a rate of \$1.60 per square foot applied to the total easement area of 48,734 square feet ($48,734 \times \$1.60 = \$77,974.40$). The permanent easement would ensure ATC's continued access and operation of the transmission facilities while securing fair compensation to the County for the use of the property.

ALIGNMENT TO STRATEGIC PLAN

Describe how the item aligns to the objectives in the [strategic plan](#):

3B: Enhance the County's fiscal health and sustainability

FISCAL EFFECT

Revenue of \$77,974.40 will be realized based on the \$1.60 per square foot for the 48,734 square foot easement ($48,734 \times \$1.60$)

TERMS

- Permanent Easement
 - Right of Entry Permit Required for all work
 - \$1.60 per square foot for the 48,734 square foot Easement
-

VIRTUAL MEETING INVITES

PREPARED BY:

Robert Senglaub, Contracts Manager, Milwaukee County Parks

APPROVED BY:

Guy Smith, Executive Director Milwaukee County Parks *guy smith*

ATTACHMENTS:

Resolution
Fiscal Note
Draft Easement
Easement Map
PowerPoint

CC: David Crowley, County Executive
Mary Jo Meyers, Chief of Staff, County Executive's Office
Priscilla Coggs-Jones, Committee on Parks & Culture Member
Kelly Bablitch, Chief of Staff, Milwaukee County Board of Supervisors
Janelle M. Jensen, Legislative Services Division Mgr, Office of the County Clerk
Nicholas Sinram, Executive Director, Department of Administrative Services
Vince Masterson, Fiscal & Strategic Asset Coordinator, DAS
Pamela Bryant, Capital Finance Manager, Comptroller's Office
Justin Rodriguez, Capital Finance Analyst, Comptroller's Office
Kelsey Nyen, Committee Coordinator, Office of the County Clerk
Anthony Rux, Budget & Management Analyst, DAS-PSB
Sandy Saltzstein, Research and Policy Analyst

(ITEM NO.) From the Executive Director of Milwaukee County Parks, requesting authorization to grant an easement to American Transmission Company (ATC) on County-owned land adjacent to Silver Spring Drive and I-41.

A RESOLUTION

WHEREAS, the Mill Road–Granville Transmission Line Project is being constructed to strengthen the regional electric grid, improve system reliability, and meet increasing energy demand from existing customers as well as new large-scale electrical loads; and

WHEREAS, the project upgrades aging transmission infrastructure, adds a new substation, and prevents violations of mandatory electrical reliability standards; and

WHEREAS, the Public Service Commission of Wisconsin (PSC) has formally determined that the project is necessary to ensure an adequate and reliable supply of electric power for the region, making it critical to regional grid stability, public safety, and economic development capacity in Southeastern Wisconsin; and

WHEREAS, the PSC required American Transmission Company (ATC) to evaluate multiple alternatives, including alternative transmission configurations, non-transmission solutions, energy efficiency and demand response measures, a no-build option, and multiple route and corridor alignments; and

WHEREAS, the PSC rejected a more expensive alternative transmission build due to higher costs, greater environmental impacts, and increased right-of-way needs; found non-transmission options infeasible due to timing, capacity, location, and regulatory constraints; determined energy efficiency and demand response measures insufficient; and rejected the no-build option because it would leave the system in violation of reliability standards; and

WHEREAS, after evaluating corridor and route alternatives, the PSC approved the Primary Route as it best satisfied statutory requirements by utilizing existing corridors, minimizing environmental and community impacts, reducing new right-of-way needs, and complying with Wisconsin’s Energy Priorities Law, with no higher-priority alternative that is cost-effective, technically feasible, and environmentally sound; and

WHEREAS, if granted, the electric easement would be permanent and provide Milwaukee County with a one-time revenue payment of \$77,974.40, calculated at \$1.60 per square foot for the total easement area of 48,734 square feet ($48,734 \times \$1.60 = \$77,974.40$), ensuring ATC’s continued access and operation of the transmission facilities while securing fair compensation for the County; and

WHEREAS, based on the PSC’s findings and determinations, and to ensure compliance with state regulatory approvals and regional grid reliability, the Director of

41 Milwaukee County Parks recommends that Milwaukee County Parks, in coordination
42 with the Department of Administrative Services, Corporation Counsel, Risk
43 Management, County Clerk, Register of Deeds, and County Executive, be authorized to
44 prepare, review, approve, execute, and record all necessary documents to formalize an
45 electric easement agreement with ATC; and

46 **BE IT RESOLVED**, that the Milwaukee County Board of Supervisors hereby
47 authorizes the Parks Director, Department of Administrative Services, Corporation
48 Counsel, Risk Management, County Clerk, and the Register of Deeds to prepare,
49 review, approve, execute, amend, and record all necessary documents and take any
50 actions required to grant a permanent electric easement to American Transmission
51 Company (ATC) for the construction, operation, and maintenance of electric service
52 infrastructure within Milwaukee County; and

53 **BE IT FURTHER RESOLVED**, that if granted, ATC shall compensate Milwaukee
54 County with a one-time payment of \$77,974.40, based on a rate of \$1.60 per square
55 foot for the 48,734 square foot easement area ($48,734 \times \$1.60 = \$77,974.40$); and

56 **BE IT FURTHER RESOLVED**, that the Milwaukee County Executive and County
57 Clerk are authorized to execute, amend, and record the easement and all other
58 documents necessary to carry out the intent of this resolution, and by doing so affirm
59 that they are executing such documents with the proper authority on behalf of
60 Milwaukee County.

61

62

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 04-22-2026

Original Fiscal Note

SUBJECT: Authorization to enter into an Easement with American Transmission Company (ATC).

FISCAL EFFECT:

- | | |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input checked="" type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	\$77,974.40	
	Net Cost	(\$77,974.40)	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A: Granting an Easement to the American Transmission Company (ATC) in order to construct the Mill Road – Granville Transmission Line Project. In order to complete the project, ATC will need to install infrastructure through County-owned land. This project is being constructed to strengthen the regional electric grid, improve reliability, and meet increasing energy demand from customers.

B: Revenue of \$77,974.40 will be realized based on receiving \$1.60 per square foot for the 48,734 square foot easement (48,734 X \$1.60). Staff time will be required for review of the Right of Entry Application, but this review time will be compensated by the application fee.

C: The revenue for the easement will help meet revenue targets for the budget year.

D: None

Prepared by: Robert Senglaub, Contracts Manager, Milwaukee County Parks

Authorized Signature:

guy smith

Did DAS-Fiscal Staff Review? Yes No

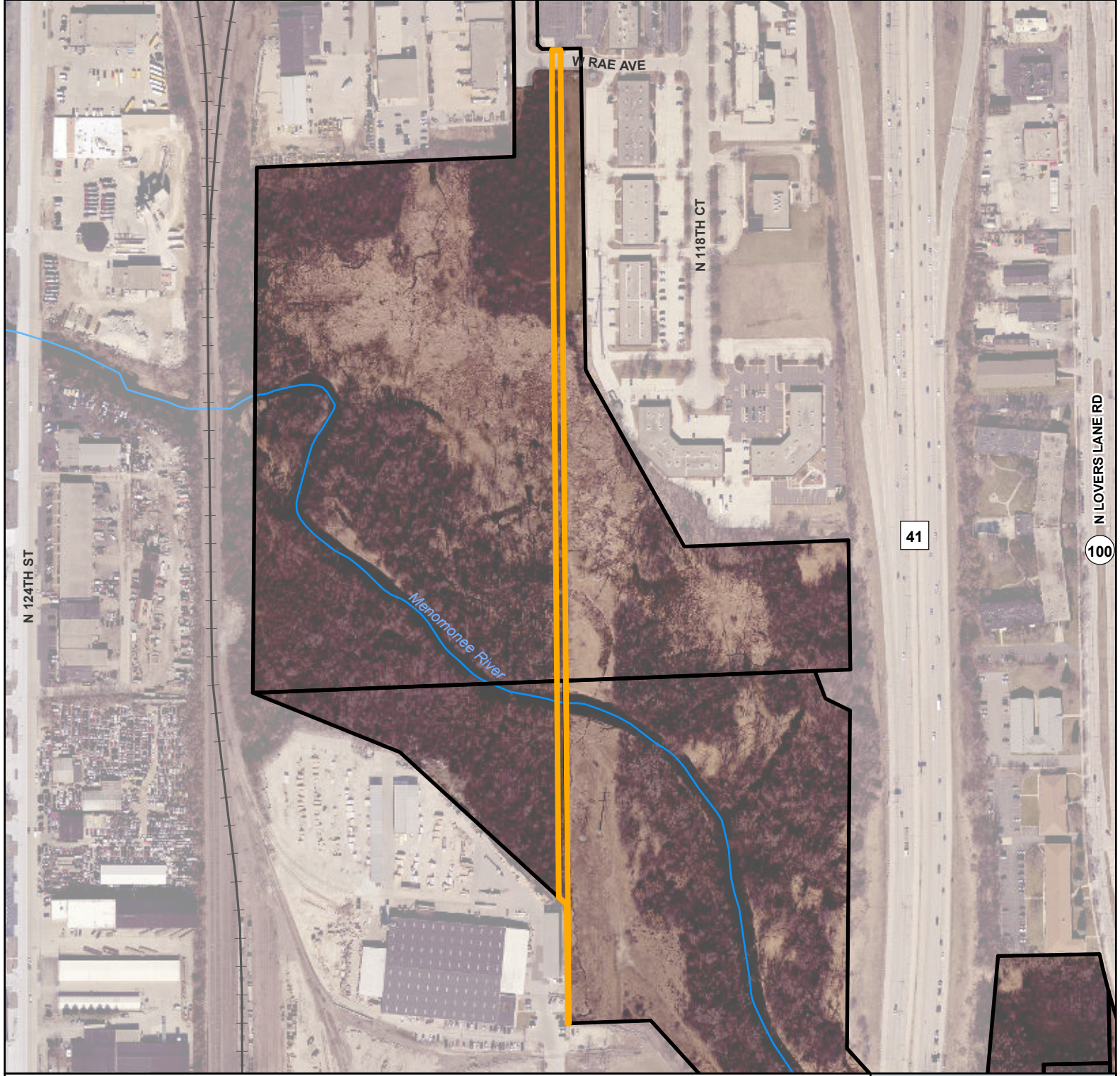
¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Did CBDP Review?²



Yes

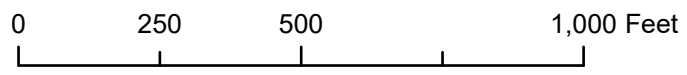
No

Not Required

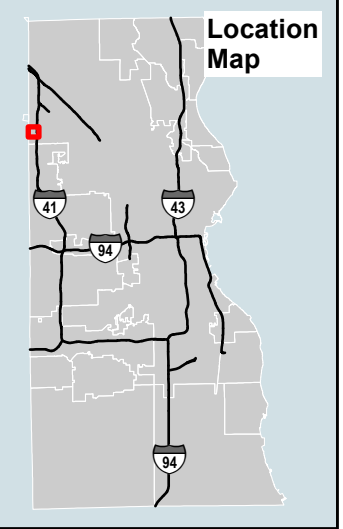


Easement Review

-  Owned by Milwaukee County
-  Proposed Easement



2/6/2026



PERMANENT EASEMENT

Exempt from fee: s.77.25 (21) Wis. Stats.

THIS EASEMENT, made by MILWAUKEE COUNTY, a Municipal Body Corporate duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, (herein after referred to as "COUNTY"), hereby conveys for the sum of seventy-seven thousand nine hundred seventy-four dollars and forty cents (\$77,974.40) and other good and valuable consideration a PERMANENT EASEMENT to the following GRANTEE, AMERICAN TRANSMISSION COMPANY LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "GRANTEE"), the perpetual right and easement to construct, install, maintain, operate, repair, inspect, test, replace or remove pipe, conduit and cables underground together with manholes and appurtenant equipment, hereinafter referred to as "facilities", for the purpose of transmitting of electric energy and communication and signals for the operation of two 138,000 volt underground transmission lines, under, over, through and along certain lands owned by the COUNTY located in the Northwest and Southwest Quarters of Section 31, Township 8North, Range 21 East, all in City of Milwaukee, Milwaukee County, Wisconsin.

This space is reserved for recording data

Return to:

Parcel Identification Number: 5119999111

The legal descriptions and location of the easement areas are set forth on the Exhibit "B" attached hereto and made a part hereof.

This permanent easement Grant is Subject to the Following Terms and Special Conditions:

1. GRANTEE shall provide written notice to the Director of the Milwaukee County Department of Parks, Recreation and Culture prior to the commencement of work within the easement area by the GRANTEE. Said notice shall indicate the anticipated start date and duration of the proposed work and include: plans showing the location, depth, type of installation, trees and shrubs within line or easement area, drawings and specifications detailing construction methodology, the erosion and sedimentation control plan and the preservation and restoration methods to be employed. These shall be reviewed and approved by the COUNTY prior to commencing any construction activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion at no charge to the GRANTEE. Violation of the aforementioned conditions during periods of emergency shall not result in cancellation or penalty. Within 24 hours of an incident constituting an emergency, GRANTEE shall give notice to the Director of the Department of Parks, Recreation and Culture of such emergency. Furthermore, testing and inspections of GRANTEE facilities at manhole locations is permitted without said written notice or conditions.
2. **Easement Fee.**
 - Grantee shall pay to the County a one-time fee (the "Easement Fee") of one dollar and sixty cents (\$1.60) per square foot for the use of the Premises. The area, which the Equipment occupies in the Premises, is forty-eight thousand seven hundred and thirty-four square feet (48,734 SF). The initial annual Easement Fee is, therefore, seventy-seven thousand nine hundred seventy-four dollars and forty cents. (\$77,974.40) The payment shall be due upon execution of this Easement, regardless of whether Grantee uses the Easement. The Easement Fee shall be overdue 30 days after execution of this easement and begin accruing interest at the rate of 18% per annum, compounded monthly. All payments are to be made to payable to the Milwaukee County Treasurer and sent or personally delivered to the County's Department of Parks, Recreation and Culture at the address of 9480 W. Watertown Plank Road, Wauwatosa, WI 53226.
 - Fifty percent of the one-time Easement Fee shall be placed in a trust fund for bike trail maintenance, security, and care of bike trails. This amount may be accumulated for larger projects and may be used as a match for grants or other funds without limitation.

- The remaining fifty percent of the one-time Easement Fee shall be placed in a trust fund to fund purchase and/or repairs to playground equipment and playground areas. This amount may be accumulated for larger projects and may be used as a match for grants or other funds without limitation.
3. GRANTEE shall, at all times, obtain a Right-of-Entry Permit from COUNTY before performing any non-emergency ground disturbing activities in any part of the easement area (please see Exhibit "B"). GRANTEE's application for a Permit shall be reviewed and approved by the COUNTY prior to commencing any ground disturbing activities. Said approval shall not be unreasonably withheld and the review will be made in a timely fashion. The Permit to disturb or dig in the easement area is to be issued in a timely fashion not to exceed 10 working days and all Permits are at no cost to GRANTEE. Any GRANTEE failing to obtain a Permit to disturb or dig in the easement area is subject to penalty. The Permit to disturb or dig in the easement area can be obtained at the Milwaukee County Department of Parks, Recreation and Culture, 9480 Watertown Plank Rd. Wauwatosa, Wisconsin, 53226.
 4. All GRANTEE construction, operation and repairs of the facilities installed within this easement area shall be completed at no expense to the COUNTY.
 5. No trees, shrubs or vegetation adjacent to the easement area shall be removed, trimmed or damaged without the written permission of the Department of Parks, Recreation and Culture. In that regard, a specific construction and restoration landscaping plan has been reviewed and approved by said department of Milwaukee County. All construction activities and maintenance authorized by this permanent easement shall meet the requirements set forth in the model ordinance contained in "Wisconsin Construction Site Best Management Practice Handbook" Distributed by the Wisconsin Department of Natural Resources and applicable local municipal erosion control ordinances.
 6. It is an express condition of the granting of this permanent easement that as much of the surface and subsurface of the soil and as much of the Improvements as may be disturbed or damaged in the construction, operation, use, maintenance and repair of the purpose for which this permanent easement is granted will, at the expense of the GRANTEE, be replaced or repaired to essentially the same condition, or better, as existed immediately prior to the occurrence of such damage, to the satisfaction of the Milwaukee County Department of Parks, Recreation and Culture.
 7. COUNTY and GRANTEE hereby expressly agree to defend, hold harmless and indemnify each other from and against any and all claims of any kind whatsoever, occurring on the easement area and on the ways immediately adjoining the easement area caused by the active or passive negligence or willful misconduct of such Party, its employees, agents or servants. COUNTY and GRANTEE agree that if the claim arises from the active or passive negligence or willful misconduct of both Parties, neither Party shall indemnify the other, but they shall cooperate in their defense of the claim.
 8. GRANTEE hereby expressly indemnifies COUNTY to the fullest extent provided for under the law against any claims related to preexisting conditions in the easement area that GRANTEE disturbs, including by not limited to Hazardous Materials¹ and uncatalogued burial sites.
 9. GRANTEE agrees to perform any cleanup, repair, or restoration required by any governmental authority (other than COUNTY) relating to pre-existing conditions, such as Hazardous Materials, disturbed by GRANTEE'S work in the easement area at GRANTEE'S sole expense.
 10. This permanent easement shall terminate upon the abandonment of the facilities herein authorized to be constructed in, under, over, and along said easement area.
 11. If GRANTEE abandons the facilities, GRANTEE shall at its sole expense remove all facilities and related structures restoring the easement area as nearly as possible to the condition it was in prior to the granting of this Easement. GRANTEE and COUNTY agree to one exception to the foregoing: pipes more than 20' below grade can be abandoned in place provided that the conductors are removed and the pipes are filled and capped in compliance with all applicable state and federal regulations.
 12. The Milwaukee County Department of Public Works utilizing available data has reviewed this permanent easement, but in no way can the COUNTY assure complete accuracy. The GRANTEE shall comply with all

¹ "Hazardous Materials" means any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Area causes or threatens to cause a nuisance upon the Project Area or surrounding area or poses or threatens to pose a hazard to the Project Area or surrounding areas or to the health or safety of persons on or about the Project Area; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes.

state and local laws regarding location and protection of existing utilities. The GRANTEE shall contact Diggers Hotline, the Park Maintenance Division of the Milwaukee County Department of Parks, Recreation and Culture and all applicable municipalities prior to commencing any construction to verify all pertinent easements and existing utility locations within the easement area. Punitive damages will be charged, if easements are not strictly adhered to, for additional personal charges and subsequent property damages.

13. COUNTY shall not, within the described easement area: a) Erect any buildings, structures, tanks, antennas or other improvements nor place any mobile home, whether permanent or temporary, b) Place or store any flammable materials, c) Plant trees, except as permitted pursuant to Section 15, below, d) Place water, sewer or drainage facilities, or e) Alter the elevation of the existing ground surface.
14. GRANTEE is also granted the associated necessary rights to: a) Enter upon the easement area strip for the purposes of exercising the rights conferred by this permanent easement, b) Construct, install, maintain, operate, repair, replace, rebuild, inspect, test, patrol and remove the above facilities and other appurtenances that the Grantee deems necessary, and c) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement area strip, except as prohibited pursuant to Section 15, below.
15. Notwithstanding Sections 13 and 14, above, the COUNTY shall be permitted to plant trees and/or brush within the areas identified in Exhibit "B," attached hereto. GRANTEE shall not cut down or remove such trees and/or brush identified in Exhibit "B" without the approval of the COUNTY, with such approval not to be unreasonably withheld. The foregoing areas identified in Exhibit "B" shall otherwise be subject to all other restrictions and requirements outlined in this document.

NOW, THEREFORE, it is further agreed that the GRANTEE in consideration of the permanent easement so granted to it through all the land previously described, hereby covenants and agrees with the COUNTY that it will construct and maintain said facilities in good order and condition and that, in and during the construction of said facilities and thereafter in and about their operation, maintenance, repair or reconstruction, will indemnify and save harmless the COUNTY, its successors and assigns, from all loss or injury to its property due to such construction, operation, maintenance, repair and reconstruction, and that no special charge will be made against said land, for the cost of such construction, operation, maintenance, repair and reconstruction. The COUNTY reserves unto itself, its successors and assigns, all mineral rights and the right to make any inspection it may deem expedient to the proper enforcement of any term or condition of this easement or in the exercise of its police powers; and to make such use of the land included in the previously described permanent easement area (except as prohibited as set forth herein) as will not injure or disturb said underground conduit and cables or its appurtenances, provided, however, that plans for said improvements be reviewed and approved by the GRANTEE prior to construction. Said approval will not be unreasonably withheld, and the review will be made in a timely fashion for no charge to the COUNTY.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibits "A", "B", and "C" attached hereto and made a part hereof. The term "utility" on said Exhibit "A" shall mean GRANTEE, and the term "landowner" on said Exhibit "A" shall mean COUNTY.

TO HAVE AND TO HOLD the same to the only proper use and benefit of the GRANTEE, its successors and assigns forever, and the foregoing shall bind the successors and assigns of the COUNTY and the GRANTEE.

IN WITNESS WHEREOF, the authorized representatives of the above-named parties have caused their hands and seals to be hereunto affixed.

Dated _____

<p>_____ By: David Crowley Title: County Executive</p> <p>_____ By: Title: County Clerk, or designee</p>	<p>AUTHENTICATION</p> <p>Signature(s): _____</p> <p>_____ authenticated on _____.</p> <p>_____ By: _____ Title: Member State Bar of Wisconsin</p>
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MILWAUKEE COUNTY:

**AMERICAN TRANSMISSION COMPANY LLC,
a Wisconsin limited liability company**

By: ATC Management Inc., its Corporate Manager:

Signature

Printed Name

Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF)

Personally came before me this _____ day of _____, 2025, the above named
_____ as _____ of AMERICAN TRANSMISSION
COMPANY LLC, and its manager, ATC MANAGEMENT INC., to me known to be the person who executed the
foregoing instrument in such capacity and acknowledged the same.

Notary Signature

Printed Name

Notary Public, State of _____

My Commission expires (is) _____

This instrument drafted by Kevin Lynch and checked by Karen Braun on behalf of American Transmission
Company LLC, PO Box 47, Waukesha, WI 53187-0047.

EXHIBIT "A" [WI Sta. 182.017(7)]

1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
 - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 - b) Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 - c) Insofar as is practicable and when the Landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 - d) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 - e) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the Landowner's request.
 - f) Repair any drainage tile line within the easement damaged by such construction or maintenance.
 - g) Pay for any crop damage caused by such construction or maintenance.
 - h) Supply and install any necessary grounding of a Landowner's fences, machinery or buildings.
2. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the Landowner. If weed and brush control is undertaken by the Landowner under an agreement with the utility, he shall receive from the utility a reasonable amount for such services.
3. The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if he fails to do so, he shall nevertheless retain title to all trees cut by the utility.
4. The Landowner shall not be responsible for any injury to persons or property caused by the design construction or upkeep of the high-voltage transmission lines or towers.
5. The utility shall employ all reasonable measures to ensure that the Landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
6. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the Landowner.

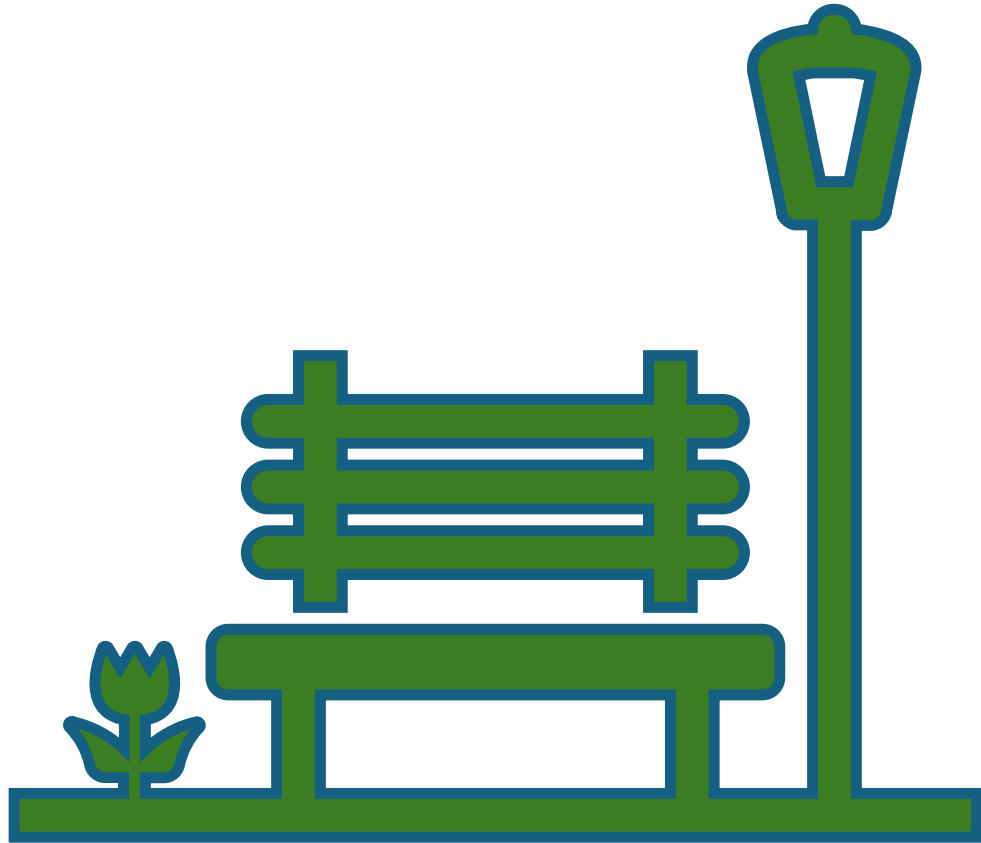
EASEMENT DESCRIPTION (EXHIBIT B)

An easement which crosses a part of the grantor's premises, being a part of the Northwest quarter and the Southwest quarter of Section 31, Township 8 North, Range 21 East, City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the West quarter corner of said Section 31; thence North 87°46'13" East along the South line of the Northwest quarter of said Section 31, a distance of 1326.5 feet to the point of beginning of lands to be described; thence North 00°29'04" West 1486.6 feet to a point; thence North 00°20'08" East 92.5 feet to a point on the Northerly line of Grantors lands; thence North 89°30'51" East along said Northerly line 21.2 feet to a point on the West line of The Milwaukee Electric Railway and Light Company easement recorded as Document 1273418; thence South 00°29'07" East along said West line and the West lines of Milwaukee Electric Railway and Light Company easements recorded as Documents 1273419, 1273421 and 1273420, a distance of 2436.0 feet to a point on the Southerly line of grantor's lands; thence South 89°26'33" West along said Southerly line 2.2 feet to a point on the Westerly line of grantor's lands; thence North 00°33'41" West along said Westerly line 297.5 feet to a point on the Southwesterly line of grantor's lands; thence North 47°46'41" West along said Southwesterly line 27.0 feet to a point; thence North 00°32'40" West 123.5 feet to a point; thence North 00°29'04" West 417.6 feet to the point of beginning. Said land contains 48,734 square feet or 1.119 acre

ATC Easement Near
the Menomonee
River between the
Zoo Freeway and
West Silver Spring
Drive

March 3, 2026





Request:

- From the Executive Director of Milwaukee County Parks, requesting authorization to grant an Easement to American Transmission Company (ATC) on County-owned land by Silver Spring Drive and the Zoo Freeway.

Background:

The Mill Road–Granville Transmission Line Project is being constructed to strengthen the regional electric grid, improve system reliability, and meet increasing energy demand from existing customers as well as new large-scale electrical loads. The project upgrades aging transmission infrastructure, adds a new substation, and prevents violations of mandatory electrical reliability standards.

The Public Service Commission of Wisconsin (PSC) has formally determined that this project is necessary to ensure an adequate and reliable supply of electric power for the region. The project is therefore a critical component of maintaining grid stability, public safety, and economic development capacity in southeastern Wisconsin.



ATC evaluated alternative routes for the project. However, it was determined that the alternatives would be more expensive, and have greater environmental impacts.

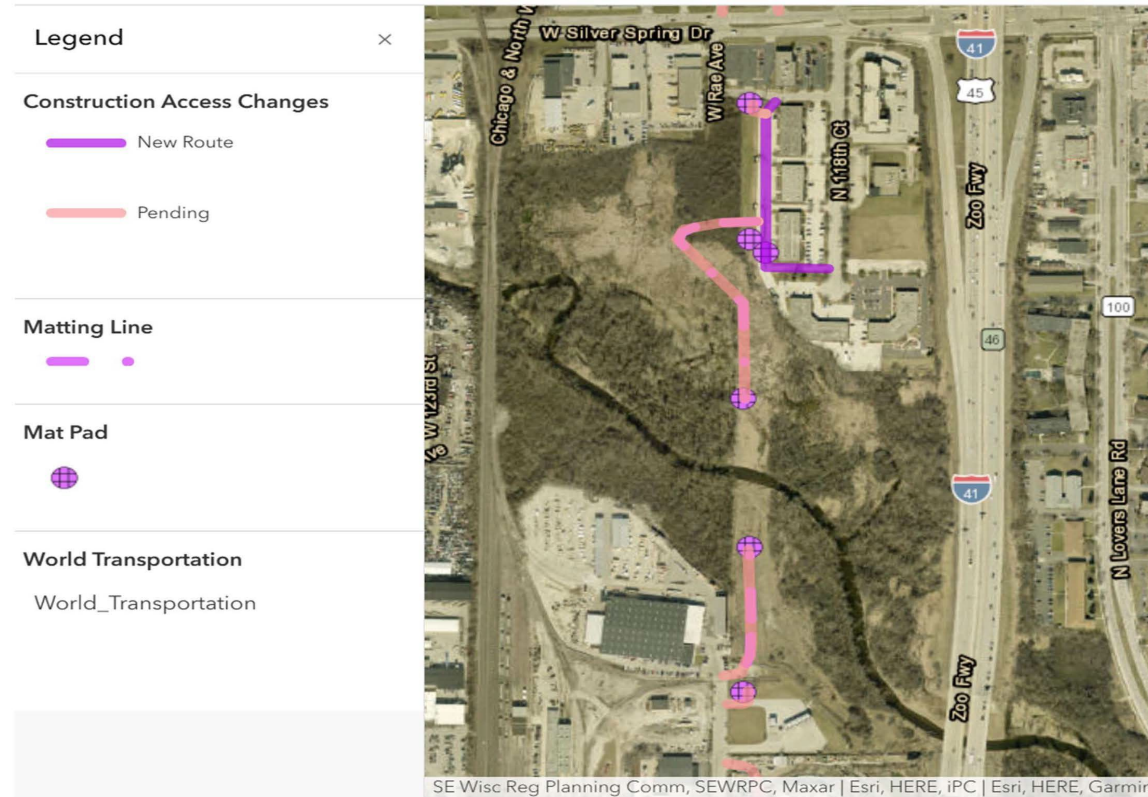


Energy efficiency and demand response measures were determined to be technically and economically insufficient to resolve the identified reliability deficiencies, and the no-build option was rejected because it would leave the system in violation of mandatory reliability standards.

Terms:

- The Easement is permanent.
- Easement fee is \$1.60 per square foot
- The Easement size is 48,734 ft²
- Total Easement Fee: \$77,974.40

Milwaukee Park System – Planned Access Route





Recommendation:

Based on the PSC's findings and determinations, and in order to ensure compliance with state regulatory approvals, regional grid reliability, and public infrastructure needs, the Director of Milwaukee County Parks recommends approval of the requested authorization to execute and record the electric easement agreement with American Transmission Company (ATC).

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From the Executive Director of Parks requesting authorization to grant an easement to American Transmission Company (ATC) on County-owned land adjacent to Silver Spring Drive and I-41, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the Mill Road–Granville Transmission Line Project (the Project) is being constructed to strengthen the regional electric grid, improve system reliability, and meet increasing energy demand from existing customers, as well as new large-scale electrical loads; and

WHEREAS, the Project upgrades aging transmission infrastructure, adds a new substation, and prevents violations of mandatory electrical reliability standards; and

WHEREAS, the Public Service Commission (PSC) of the State of Wisconsin (the State) has formally determined that the Project is necessary to ensure an adequate and reliable supply of electric power for the region, making it critical to regional grid stability, public safety, and economic development capacity in the Southeastern State area; and

WHEREAS, the PSC required the American Transmission Company (ATC) to evaluate multiple alternatives, including alternative transmission configurations, non-transmission solutions, energy efficiency and demand response measures, a no-build option, and multiple route and corridor alignments; and

WHEREAS, the PSC rejected a more expensive alternative transmission build due to higher costs, greater environmental impacts, and increased right-of-way needs; found non-transmission options infeasible due to timing, capacity, location, and regulatory constraints; determined energy efficiency and demand response measures insufficient; and rejected the no-build option because it would leave the system in violation of reliability standards; and

WHEREAS, after evaluating corridor and route alternatives, the PSC approved the Primary Route, as it best satisfied Wisconsin State Statutory requirements by utilizing existing corridors, minimizing environmental and community impacts, reducing new right-of-way needs, and complying with the State’s Energy Priorities Law, with no higher-priority alternative that is cost-effective, technically feasible, and environmentally sound; and

WHEREAS, if granted, the electric easement would be permanent (the Permanent Easement) and would provide Milwaukee County (the County) with a one-time revenue payment of \$77,974.40, calculated at \$1.60 per square foot for a total Permanent Easement area of 48,734 square feet ($48,734 \times \$1.60 = \$77,974.40$), ensuring ATC’s continued access and operation of the transmission facilities, while securing fair compensation for the County; and

48 WHEREAS, based on the PSC’s findings and determinations, and to ensure
49 compliance with State regulatory approvals and regional grid reliability, the Director,
50 Department of Parks, Recreation, and Culture (DPRC), recommends that DPRC, in
51 coordination with the Department of Administrative Services (DAS), Corporation
52 Counsel, Risk Management, DAS, County Clerk, Register of Deeds, and County
53 Executive, be authorized to prepare, review, approve, execute, and record all necessary
54 documents to formalize a Permanent Easement agreement with ATC; and
55

56 WHEREAS, the Committee on Parks and Culture, at its meeting of
57 May 26, 2026, recommended adoption of File No. 26-386 (vote 5-1); now, therefore,
58

59 BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby
60 authorizes the Director, Department of Parks, Recreation, and Culture, Department of
61 Administrative Services (DAS), Corporation Counsel, Risk Management, DAS, County
62 Clerk, and the Register of Deeds to prepare, review, approve, execute, amend, and
63 record all necessary documents and take any actions required to grant a permanent
64 electric easement (the Permanent Easement) to American Transmission Company
65 (ATC) for the construction, operation, and maintenance of electric service infrastructure
66 within Milwaukee County (the County); and
67

68 BE IT FURTHER RESOLVED, if granted, ATC shall compensate the County with
69 a one-time payment of \$77,974.40, based on a rate of \$1.60 per square foot for the
70 48,734 square foot Permanent Easement area ($48,734 \times \$1.60 = \$77,974.40$); and
71

72 BE IT FURTHER RESOLVED, the Milwaukee County Executive and County
73 Clerk are authorized to execute, amend, and record the Permanent Easement and all
74 other documents necessary to carry out the intent of this resolution, and by doing so
75 affirm that they are executing such documents with the proper authority on behalf of the
76 County.
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81 S:\Committees\2026\May\P&C\Resolutions\26-386 ATC Easement Silver Spring.docx